JULIE RODEWALD San Luis Obispo County – Clerk/Recorder

Recorded at the request of First American Title Company

MF 2/18/2005 11:37 AM

RECORDING REQUESTED BY First American Title Company ESCROW NO. 4009-1686572(LB)

WHEN RECORDED MAIL TO: State of California Department of Parks and Recreation Office of Acquisitions and Real Property Services One Capitol Mall, Suite 500

Sacramento, CA 95814

DOC#: 2005013399

 Titles:
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 Pages:
 137

 Fees
 0.00

 Taxes
 0.00

 Others
 0.00

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OFFICIAL STATE BUSINESS: EXEMPT FROM RECORDING FEES PURSUANT TO GOV'T CODE SECTION 27383

Space above this line for Recorder's use

DEED OF PUBLIC ACCESS CONSERVATION EASEMENT AND AGREEMENT CONCERNING PUBLIC ACCESS EASEMENT RIGHTS

Recording requested by and when recorded mail to:

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND
RECREATION
OFFICE OF ACQUISITION AND REAL
PROPERTY SERVICES
ONE CAPITOL MALL, SUITE 500
SACRAMENTO, CALIFORNIA 95814

(Space above line for Recorder's use only.)

DEED OF PUBLIC ACCESS CONSERVATION EASEMENT AND AGREEMENT CONCERNING PUBLIC ACCESS EASEMENT RIGHTS

RECITALS

- A. Grantor is the sole owner in fee simple of certain real property consisting of approximately Eighty-One Thousand Seven Hundred Seventy-Seven (81,777) acres, located in San Luis Obispo County, California, described in "Exhibit A" attached hereto and incorporated herein by this reference (the "Ranch").
- B. Grantor desires to grant to Grantee this Public Access Easement over the area described in "Exhibit B" attached hereto and incorporated herein by this reference (the "Public Access Easement Area") and depicted on "Exhibit C" incorporated herein by this reference (the "Public Access Easement Area Map"), to allow the development and management of a continuous segment of the California Coastal Trail along the coast of the Ranch (the "Trail" or "California Coastal Trail"), and for public access over the Trail and certain other trails connected thereto. Grantee desires to accept the Public Access Easement from Grantor and to develop the Trail and manage public uses thereof in accordance with the terms and provisions of this Public Access Easement. The Public Access Easement Area consists of four distinct areas: Pico Cove Conservation Area, Old San Simeon Village Conservation Area, San Simeon Point Conservation Area and Ragged Point Conservation Area, each of which is more particularly described in Exhibit "B" and depicted on Exhibit "C".

- C. Grantee is a "qualified organization" as defined by Section 170(h)(3) of the Internal Revenue Code and is eligible to hold this Public Access Easement. By approval of the Public Works Board, State of California, at its meeting conducted on November 5 and 10, 2004, Grantee is authorized to acquire this Public Access Easement and accept the responsibility of monitoring and enforcing the terms of this Public Access Easement.
- D. Affording public access to the Public Access Easement Area is of great importance to the Grantee, the people of the County of San Luis Obispo and the State of California, and visitors from across the United States of America. The public access granted will provide opportunities for the general public to view and be surrounded by highly scenic areas of the California coastline, including tens of thousands of acres that will be conserved as a result of the related transactions referenced in Recital E, below ("Conservation Values").
- E. This Public Access Easement is being granted in connection with other conservation transactions collectively affecting the entirety of the Ranch, including the grant to the California Department of Transportation of that certain Deed of Scenic Conservation Easement and Agreement Concerning Easement Rights recorded in the Official Records of San Luis Obispo County, California, as Document No. 2050/3317 (the "Caltrans Scenic Protection Easement Retained Lands"), and a grant to the American Land Conservancy of that certain Grant Deed of Conservation Easement and Agreement Concerning Easement Rights recorded in the Official Records of San Luis Obispo County, California, as Document No. 2005013398 (the "Old San Simeon Village Conservation Easement").

PUBLIC ACCESS CONSERVATION EASEMENT

In consideration of the recitals set forth above, which are incorporated herein by reference, and of their mutual promises and covenants, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants and conveys to Grantee, its permitted successors and assigns, and Grantee hereby accepts, pursuant to its authority under Public Resources Code Section 5005, a perpetual "conservation easement" as defined by Section 815.1 of the Conservation Easement Act of 1979 (California Civil Code 815 et seq.) to allow public access for non commercial passive recreational purposes over the Public Access Easement Area more particularly described in Exhibit "B" of the nature and character described in this Public Access Easement ("Public Access").

1. Purpose. The primary purpose of this Public Access Easement is to permit, in accordance with the terms and conditions of this Public Access Easement, permanent and perpetual Public Access within the Public Access Easement Area. The secondary purposes are to preserve the scenic beauty and natural qualities of the Public Access Easement Area while accommodating Public Access, to limit erosion caused by public use of the Public Access Easement Area, and to protect and maintain any private or public investment made in obtaining this Public Access Easement. In

addition, the Public Access Easement Area is conserved by a concurrent grant of property interests listed in Recital E, above.

- 2. Access Parameters and Plan Requirement. Grantee shall manage and control Public Access in accordance with the "Access Parameters" attached hereto as "Exhibit D" and incorporated herein by this reference. Prior to Grantee allowing Public Access or installing any Public Access improvements over or on any part of the Public Access Easement Area, Grantee shall have completed a Public Access plan consistent with the Access Parameters, following its normal public review processes for the development of such plan (the "Public Access Plan"). The Public Access Plan shall be subject to Grantor's approval based upon a determination that the Public Access Plan is consistent with the Access Parameters. The Public Access Plan, in the discretion of Grantee, may be completed and implemented in two phases. If phased, the first phase will be for the California Coastal Trail within the Public Access Easement Area and the second phase for the balance of Public Access authorized by this Public Access Easement. Prior to completion and implementation of the Public Access Plan, or a phase thereof, access to the Public Access Easement Area shall be at the sole discretion of Grantor.
- 3. Rights Retained by Grantor. Except as expressly restricted by the terms and conditions of this Public Access Easement, Grantor retains all ownership rights in the Public Access Easement Area and retains the right to perform any act not prohibited or limited by this Public Access Easement. Grantor's retained rights include, but are not limited to: (a) the right to sell, encumber, or otherwise transfer the Public Access Easement Area or portions thereof, to anyone Grantor chooses, subject to Grantee's rights under this Public Access Easement; (b) the right to defend against actions of eminent domain; (c) the right to continue the existing revocable permission for public access under Civil Code Section 813; and (d) the right to dedicate additional public access rights over the Public Access Easement Area; provided, that (i) such additional rights shall not conflict with any of Grantee's rights under this Public Access Easement; (ii) Grantee shall be notified in writing at least ninety (90) days in advance of any proposed new dedication of public access rights over any portion of the Public Access Easement Area, which notice shall include the proposed terms and conditions of the dedication; and (iii) no new public access rights shall result in Grantee's having to bear any additional obligation or cost under this Public Access Easement.
- 4. **Prohibition of Mining.** Exploration for, or the removal or extraction of any mineral or non-mineral substance by any surface or subsurface mining or extraction method conducted within the Public Access Easement Area is prohibited.
- 5. Responsibilities of Grantor and Grantee Not Affected. Other than as specified herein, this Public Access Easement is not intended to impose any legal or other responsibility on Grantee, or in any way to affect any existing obligation of the Grantor as owner of the Public Access Easement Area. Among other things, this shall apply to:

- (a) <u>Taxes.</u> Grantor shall pay before delinquency all taxes, assessments, fees and charges of whatever description levied on or assessed against the Public Access Easement Area by competent authority; *provided*, Grantee shall pay before delinquency any tax or assessment on the Public Access Easement or improvements by Grantee authorized by this Public Access Easement.
- (b) <u>Upkeep and Maintenance.</u> Grantee shall maintain and repair the Public Access trails and Public Access facilities authorized in the Public Access Plan. Upon request from Grantor, Grantee shall repair any damage to, and keep free of litter, the Public Access Easement Area, resulting from Public Access on the Public Access Easement Area. The Public Access Plan will include a maintenance and security component. Except as otherwise provided in this Public Access Easement, Grantee shall have no obligation for the upkeep or maintenance of the Public Access Easement Area unless Grantor and Grantee mutually agree on cooperative programs and cost sharing for specific projects.
- (c) <u>Liability and Indemnification.</u> Grantee shall hold harmless, indemnify, and defend Grantor and its officers, directors, employees, contractors, legal representatives, agents, heirs, personal representatives, successors and assigns, and each of them (collectively "Grantor Indemnified Parties") from and against all claims arising from or in any way connected with any injury to or the death of any person, or physical damages to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Public Access Easement Area in connection with the exercise of the rights of Public Access granted by this Public Access Easement, except to the extent caused by the gross negligence or willful misconduct of any of the Grantor Indemnified Parties.
- Grantee shall maintain a comprehensive general Insurance. (d) liability policy insuring against bodily injury and property damage on the Public Access Easement Area in the amount of not less than five (5) million dollars (\$5,000,000). which amount shall be adjusted every five (5) years to reflect the percentage increase during the past five (5) years in the CPI; provided, Grantee may self insure to the extent reasonably approved by Grantor. The original Grantee (Department of Parks and Recreation, State of California) is pre-approved by Grantor as self insured. The "CPI" means the United States Department of Labor's Bureau of Labor Statistics = San Francisco-Oakland-San Jose Area Consumer Price Index for all Urban Consumers (CPI-U, all items) (1982-84=100), or the successor of such index. Grantor shall be named an additional insured on the policy. The liability insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Grantor. Grantee waives all rights of subrogation against Grantor and its agents. representatives, officers, directors and employees for recovery of damages to the extent these damages are covered by insurance maintained pursuant to this Public Access Easement. Grantee shall furnish Grantor with certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. Such certificates shall provide for thirty (30) days written notice to Grantor prior to the cancellation or material change of any insurance referred to herein. Any failure of Grantor to demand such certificate or other evidence of full

compliance with these insurance requirements or failure of Grantor to identify a deficiency from evidence that is provided shall not be construed as a waiver of Grantee's obligation to maintain such insurance. The foregoing insurance requirements do not replace, waive, alter or limit the hold harmless or indemnification provisions of this Public Access Easement.

6. Forbearance No Waiver. Forbearance by the Grantee or Grantor to exercise its respective rights under this Public Access Easement shall not be construed to be a waiver by the Grantee or Grantor of such term or of any subsequent breach of the same or any other term of this Public Access Easement. No delay or omission in the exercise of any right or remedy by Grantor or Grantee shall impair such right or remedy or be construed as a waiver.

7. Grantee Transfer of Public Access Easement.

- Grantee may assign its interest, rights and obligations under this Public Access Easement only to an entity that is: (1) qualified to hold a conservation easement under Section 815.3 of the California Civil Code; (2) a "qualified organization" as defined in Section 170(h)(3) of the U.S. Internal Revenue Code, 26 U.S.C. 170(h)(3); (3) willing and financially able to assume all of the responsibilities imposed on Grantee under this Public Access Easement; and (4) willing to uphold the Conservation Purpose. In the event that Grantee decides to assign its interest, rights and obligations under this Public Access Easement, it shall first offer such assignment to American Land Conservancy, a California non-profit public benefit corporation ("ALC"); provided, that, at the time of such offer, ALC meets each of the foregoing four qualification criteria; provided, further, that, not later than ninety (90) days after Grantee provides written notice to ALC of its offer of assignment, ALC shall respond with written notice to Grantee as to ALC's willingness to accept the assignment. ALC's failure to provide timely notice of its willingness to accept the assignment shall be deemed a rejection of the offered assignment. The respective written notices of Grantee and ALC shall be provided in accordance with the requirements of Section 15, below. In the event that ALC is either not qualified or not willing to take assignment of Grantee's interest under the Public Access Easement, then Grantor shall have one hundred eighty (180) days following Grantee's notice to Grantor of such events within which to designate an assignee that meets each of the foregoing four qualification criteria. If Grantor is unable or chooses not to designate an assignee within such period, Grantee may proceed to assign all, but not less than all, of its interest, rights and obligations under this Public Access Easement to any entity that meets all of the foregoing designation criteria. Notwithstanding anything in this Subsection (a) to the contrary, this Public Access Easement shall not be transferred by Grantee to any governmental entity or public agency without the consent of the Grantor, which consent shall be in Grantor's sole discretion.
- (b) If Grantee ever ceases to exist or no longer qualifies to hold this Public Access Easement under Section 170(h) of the U.S. Internal Revenue Code, or applicable state law, Grantor shall petition a court of competent jurisdiction to transfer this Public Access Easement to an organization that meets each of the four qualification

criteria specified in Subsection 7(a). The Parties intend that, in the selection of a transferee entity, preference be given to a qualified private non-profit organization of Grantor's choosing with the requisite experience in preserving and protecting the Conservation Values.

- 8. Grantor Transfer of the Public Access Easement Area. Any time Grantor transfers any ownership interest in the Public Access Easement Area, or any portion thereof, or any interest in any portion thereof, Grantor shall notify Grantee in writing prior to the transfer, and the deed of conveyance or other transfer instrument shall expressly refer to this Public Access Easement. Grantor's failure to notify Grantee or include the required reference to this Public Access Easement in the deed or other transfer instrument shall not affect the continuing validity and enforceability of this Public Access Easement.
- 9. Amendment of Public Access Easement. This Public Access Easement may be amended only with the written consent of Grantee and Grantor. Any amendment shall refer to this Public Access Easement and shall be recorded in the official records of San Luis Obispo County, California.
- 10. Grantor's Title Warranty. Grantor represents and warrants that Grantor has good fee simple title to the Public Access Easement Area, free from any and all liens or encumbrances except those liens and encumbrances shown in the preliminary title report provided to Grantee or otherwise disclosed to Grantee prior to recordation of this Public Access Easement. This Public Access Easement is subject to the Caltrans Scenic Protection Easement Retained Lands and to the Old San Simeon Village Conservation Easement.

11. Environmental Provisions.

Environmental Liabilities and Indemnification. Grantee and (a) Grantee's successors in interest shall indemnify, protect and defend, and hold harmless the Grantor Indemnified Parties from and against any claims (including, without limitation, third party claims for personal injury or death, damage to property, or diminution in the value of property), actions, administrative proceedings (including informal proceedings), judgments, damages, punitive damages, penalties, fines, costs, liabilities (including sums paid in settlements of claims), remedial action, compliance requirements, enforcement and clean-up actions of any kind, interest or losses. attorneys' fees (including any fees and expenses incurred in enforcing this indemnity), consultant fees, and expert fees that arise directly or indirectly from or in connection with any Hazardous Substance, as defined below, released or deposited as a result of action by the Grantee, its officers, directors, members, employees, contractors, legal representatives, agents, successors and assigns, and each of them, or resulting from Public Access, on or about the Public Access Easement Area. Grantor reserves the right (but not the obligation) to retain counsel of Grantor's choice, to supplement the defense required to be provided by Grantee pursuant to this Subsection. The indemnity obligations of any successor in interest of Grantee pursuant to this Subsection 11 (a) shall be limited to the portion of the Public Access Easement Area to which the successor takes title. Notwithstanding any statutory limitation otherwise applicable, the indemnity obligations of Grantee to the Grantor Indemnified Parties pursuant to this Subsection 11(a) shall continue after transfer to a successor in interest unless a written request for consent to assignment of such indemnity obligations to a successor in interest is approved by Grantor. In considering any such request, Grantor may take into account the financial capabilities of the successor in interest, without regard to any third party financial assurances. Grantee's request for such assignment may be denied only if there is a commercially reasonable basis for such denial.

(b) Definitions.

- (1) The term "Environmental Law" shall include, but shall not be limited to, each statute named or referred to below, and all rules and regulations there under, and any other local, state and/or federal laws, ordinances, rules, regulations, orders and decrees, whether currently in existence or hereafter enacted, or common law, which govern (i) the existence, cleanup and/or remedy of contamination or pollution on property; (ii) the protection of the environment from soil, air or water contamination or pollution, or from spilled, deposited or otherwise emplaced contamination or pollution; (iii) the emission or discharge of Hazardous Substances into the environment; (iv) the control of Hazardous Substances; or (v) the use, generation, transport, treatment, removal or recovery of Hazardous Substances.
- (2) The term "Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of any Hazardous Substance into the environment (including, without limitation, the continuing migration of Hazardous Substances into, onto or through the soil, surface water, or groundwater, and the abandonment or discarding of barrels, containers, and other receptacles containing any Hazardous Substance).
- The term "Hazardous Substance" shall mean (a) any oil, (3) flammable substance, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other wastes, materials or pollutants which (i) pose a hazard to the Public Access Easement Area or to persons on or about the Public Access Easement Area or (ii) cause the Public Access Easement Area to be in violation of any Environmental Law; (b) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls, and radon gas; (c) any chemical, material or substance defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste," "toxic substances," or words of similar import under any applicable local, state or federal law or under the regulations adopted or publications promulgated pursuant thereto, including CERCLA, 42 USC section 9601, et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 USC section 6901, et seq.; the Hazardous Materials Transportation Act, 49 USC section 1801, et seq.; the Federal Water Pollution Control Act, 33 USC section 1251, et seq.; the California Hazardous Waste Control Law ("HWCL"), Cal. Health & Safety section 25100, et seq., Hazardous Substance Account Act ("HSAA"), Cal. Health & Safety Code section 25300,

et seq., the Porter-Cologne Water Quality Control Act (the "Porter-Cologne Act"), Cal. Water Code section 13000, et seq., the Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65); Title 22 of the California Code of Regulations, Division 4, Chapter 30; and (d) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or may or could pose a hazard to the health and safety of the occupants of the Public Access Easement Area or the owners and/or occupants of property adjacent to or surrounding the Public Access Easement Area or adjacent property.

- 12. Interpretation. This instrument shall be interpreted under the laws of the State of California. If any provision of this Public Access Easement, or the application thereof to any person or circumstances, is found to be invalid, the remainder of the provisions of this Public Access Easement, or the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected.
- 13. Captions. The captions in this Public Access Easement have been inserted solely for convenience of reference and are not a part of this Public Access Easement and shall have no effect upon construction or interpretation.
- 14. Perpetual Duration. The Public Access Easement created by this Public Access Easement shall be a servitude running with the land in perpetuity. Every provision of this Public Access Easement that applies to Grantor and Grantee shall also apply to and be binding upon their respective agents, heirs, executors, administrators, successors and assigns.
- 15. Notices. Any notice, demand, request, consent, approval or communication that either Party desires or is required to give to the other shall be in writing and either served personally or sent by United States certified mail, return receipt requested, addressed as follows or such other address as either Party from time to time shall designate by written notice to the other.

To GRANTOR: HEARST HOLDINGS, INC.

Attention: Stephen T. Hearst

Vice President and General Manager

San Simeon Ranch Division 5 Third Street, Suite 200 San Francisco, CA 94103

With a copy to:

Hearst Holdings, Inc.

Attention: General Counsel

959 8th Avenue New York, NY 10019 To GRANTEE:

DEPARTMENT OF PARKS AND RECREATION,

STATE OF CALIFORNIA
Office of Acquisition and
Real Property Services
One Capitol Mall, Suite 500
Sacramento, CA 95814

- 16. Condemnation. If all or any part of the Public Access Easement Area is taken by exercise of the power of eminent domain, or acquired by purchase in lieu of condemnation, so as to terminate this Public Access Easement in whole or in part, Grantor and Grantee shall act jointly to recover the full value of their respective interests in the Public Access Easement Area so taken or purchased, and all direct or incidental damages resulting therefrom. If only a portion of this Public Access Easement Area is subject to such exercise of eminent domain, the Public Access Easement shall remain in effect as to all other portions of the Public Access Easement Area.
- 17. Extinguishment. If circumstances arise in the future that render the purpose of this Public Access Easement impossible to accomplish, this Public Access Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the compensation to which Grantee shall be entitled from any sale, exchange, or involuntary conversion of all or any portion of the Public Access Easement Area subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by applicable Federal or California law at the time, in accordance with Section 18, Valuation. Grantee shall use any proceeds received under the circumstances described in this paragraph in a manner consistent with the primary purpose of this Public Access Easement.
- 18. Valuation. This Public Access Easement constitutes a real property interest immediately vested in Grantee. For the purpose of Section 17, Extinguishment, the Parties stipulate that this Public Access Easement has a fair market value determined by multiplying (a) the fair market value of the Public Access Easement Area unencumbered by the Public Access Easement (minus any increase in value attributable to improvements made after the date of this Public Access Easement) by (b) the ratio of the value of the Public Access Easement to the value of the Public Access Easement Area, unencumbered by the Public Access Easement, as of the Effective Date. The values as of the Effective Date shall be those values used to calculate the deduction for federal income tax purposes allowable by reason of this Public Access Easement pursuant to Section 170(h) of the Internal Revenue Code of 1986, as amended. For the purposes of this paragraph, the ratio of the value of the Public Access Easement to the value of the Public Access Easement Area unencumbered by the Public Access Easement shall remain constant.
- 19. Entire Agreement. This instrument sets forth the entire agreement of the Parties with respect to the Public Access Easement and supersedes all prior discussions, negotiations or understandings relating to the Public Access Easement, all of which are herein merged.

- 20. Counterparts. The Parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both Parties; each counterpart shall be deemed an original instrument as against any Party who has signed it.
- 21. Attorneys' Fees. Should proceedings be brought to enforce or interpret any of the terms of this instrument, the prevailing Party in any such proceedings shall be entitled to recover from the non-prevailing Party its costs, including reasonable attorneys' and experts' fees.
- 22. Permission. Whenever permission, consent or approval ("permission") is required pursuant to this Public Access Easement, such permission shall be obtained in advance and in writing signed by the Party from whom permission is to be obtained. Whether permission should be granted or denied shall be determined based upon the purposes of this Public Access Easement, and shall not be unreasonably withheld, unless consent or permission is specified in this Public Access Easement as being within the sole discretion of a Party.
 - 23. Exhibits. The following exhibits are incorporated herein by this reference:

Exhibit A:	Ranch Legal Description (attached)
Exhibit B:	Legal Description of Public Access Easement Area (attached)
Exhibit C:	Public Access Easement Area Map (not attached)
Exhibit D:	Access Parameters (attached)
Exhibit D-1-A	Coastal Trail Aerial Map Set – Pico Cove
	Conservation Area (not attached)
Exhibit D-1-B	Coastal Trail Aerial Map Set – San Simeon Point
	Conservation Area (not attached)
Exhibit D-1-C	Coastal Trail Aerial Map Set - Ragged Point
	Conservation Area (not attached)
Exhibit D-1-D	Coastal Trail Aerial Map Set – OSSV Conservation
	Area: Coastal Trail Corridor (not attached)
Exhibit D-2	San Simeon Point Recommended Public Access
	Plan (attached)
Exhibit D-3	Ragged Point/Pico Cove Recommended Public

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Access Plan (attached)

24. Effective Date. This Public Access Easement is effective as of the date of recordation in the Official Records of the County of San Luis Obispo.

IN WITNESS WHEREOF, the parties hereto have executed this Public Access Easement as set forth below.

Lasement as set lotti below.	
	GRANTOR:
	HEARST HOLDINGS, INC., a Delaware corporation
Dated: 2/10/05	Stephen T. Hearst, Vice President and General Manager San Simeon Ranch Division
·	GRANTEE:
	DEPARTMENT OF PARKS AND RECREATION, STATE OF CALIFORNIA
Dated:	By: Name:
	Its:

24. Effective Date. This Public Access Easement is effective as of the date of recordation in the Official Records of the County of San Luis Obispo.

IN WITNESS WHEREOF, the parties hereto have executed this Public Access Easement as set forth below.

GRA	NT	OR:
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HEARST HOLDINGS, INC., a Delaware corporation

Dated: :

Dated: 2-17-05

Ву:

Stephen T. Hearst, Vice President and General Manager San Simeon Ranch Division

GRANTEE:

DEPARTMENT OF PARKS AND

RECREATION, STATE OF GALIFORNIA

Ву: 4

Ruth Coleman Director

STATE OF CA	LIFORNIA)			
COUNTY OF	Sacramento	ý	SS.		
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STATE OF CA	LIFORNIA	}	ss.		
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STATE OF CALIFORNIA))ss.			
COUNTY OF <u>SACRAMENTO</u>) 58.			
on 2-17-05	before me, SWIA A. LUINDIBERG, &			
On 2-17-05 before me, WIA A. WINDTBERG, a Notary Public, personally appeared RUTH COLEMAN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.				
WITNESS my hand and official seal.	_			
Signature Some Aland Ge	(SEAL)			

EXHIBIT "A" RANCH LEGAL DESCRIPTION

PARCEL 1:

(Certificate of Compliance 2001-067946)

Government Lot 2 of Section 3, Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 2:

(Certificate of Compliance 2001-067947)

Government Lots 2, 3 and 4 of Section 2; and Government Lot 1 of Section 3, Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 3: (Certificate of Compliance 2001-067948)

The Northwest Quarter of the Southeast Quarter, the Southwest Quarter of the Northeast Quarter, and the South half of the Northwest Quarter of Section 2, Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 4: (Certificate of Compliance 2001-067949)

The East half of the Southwest Quarter of Section 2, Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 5: (Certificate of Compliance 2001-067950)

The West half of the Northwest Quarter of Section 11; and the West half of the Southwest Quarter of Section 2, all in Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

1/27/05

PAGE 1

RRM: N:\1995\95424 Hearst Ranch\Engineering\PRODUCT\TITLE RESEARCH\Conservation Easement\Tab 11-Exhibit A-Ranch Legal Description.doc

MAAS: 232158v1 - 2/10/05

PARCEL 6:

(Certificate of Compliance 2001-067951)

The South half of the Southeast Quarter of Section 2; and the Northwest Quarter of the Northeast Quarter, and the Northeast Quarter of the Northwest Quarter of Section 11, all in Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 7:

(Certificate of Compliance 2001-067952)

The Southeast Quarter of the Northwest Quarter of Section 11, Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 8:

(Certificate of Compliance 2001-067953)

The Southwest Quarter of the Northeast Quarter of Section 11, Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 9:

(Certificate of Compliance 2001-067954)

The East half of the Northeast Quarter of Section 11; and the Southwest Quarter of the Northwest Quarter, and the Northwest Quarter of the Southwest Quarter of Section 12, all in Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 10:

(Certificate of Compliance 2001-067955)

The Northeast Quarter of the Southeast Quarter of Section 11, Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

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PARCEL 11: (Certificate of Compliance 2001-067956)

The North half of the Southwest Quarter and the Northwest Quarter of the Southeast Quarter of Section 11, Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 12: (Certificate of Compliance 2001-067957)

The Southwest Quarter of the Southwest Quarter of Section 11, Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 13: (Certificate of Compliance 2002-028672)

A portion of that real property situated in the County of San Luis Obispo, State of California, described in the deed recorded April 29, 1946 in the Office of the County Recorder of said County in Volume 399 of Official Records at Page 429, more particularly described as follows:

The Southeast Quarter of the Southeast Quarter in Section 10, the East half of the Northeast Quarter, and that portion of Lot 6 lying Northerly of the road as said road existed March 2, 1942 all in Section 15, Township 25 North, Range 6 East, Mount Diablo Base and Meridian in the County of San Luis Obispo, State of California.

PARCEL 14: (Certificate of Compliance 2002-028673)

A portion of that real property situated in the County of San Luis Obispo, State of California, described in the deed recorded April 29, 1946 in the Office of the County Recorder of said County in Volume 399 of Official Records at Page 429, more particularly described as follows:

The Northwest Quarter of the Northeast Quarter, the Northeast Quarter of the Northwest Quarter, Lots 2, 3, 4 and that portion of Lot 5 lying Northerly of the road as said road existed March 2, 1942 all in Section 15, Township 25 North, Range 6, Mount Diablo Base and Meridian in the County of San Luis Obispo, State of California.

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PARCEL 15: (Certificate of Compliance 2001-067958)

The Northwest Quarter of the Southwest Quarter of Fractional Section 14, Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 16: (Certificate of Compliance 2001-067959)

The West half of the Northwest Quarter, the Southeast Quarter of the Northwest Quarter and the Northeast Quarter of the Southwest Quarter of Fractional Section 14, Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 17: (Certificate of Compliance 2001-067960)

The West half of the Northeast Quarter, the Southeast Quarter of the Northeast Quarter and the Northeast Quarter of the Northwest Quarter of Fractional Section 14, Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 18: (Certificate of Compliance 2001-067961)

The South half of the Southeast Quarter, and the Southeast Quarter of the Southwest Quarter of Section 11; and the Northeast Quarter of the Northeast Quarter of Fractional Section 14, all in Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 19: (Certificate of Compliance 2001-067962)

The Southeast Quarter, the Southeast Quarter of the Southwest Quarter, and Government Lot 1 of Fractional Section 14; and South half of the Southwest Quarter of Section 13, all in Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

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PARCEL 20: (Certificate of Compliance 2001-067963)

Government Lots 1 and 3, and the North half of the Northeast Quarter of Fractional Section 23, Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 21: (Certificate of Compliance 2001-067964)

Government Lot 2 of Fractional Section 23, Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 22: (Certificate of Compliance 2001-067965)

Government Lot 4 of Fractional Section 23, Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 23: (Certificate of Compliance 2001-067966)

Government Lots 1 and 2, and the Southwest Quarter of the Southeast Quarter of Fractional Section 24; and Government Lot 1 of Fractional Section 25, all in Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 24: (Certificate of Compliance 2001-067967)

The South half of the North half, the North half of the Southeast Quarter, the Southeast Quarter of the Southeast Quarter, and the Northeast Quarter of the Southwest Quarter of Fractional Section 24, Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 25: (Certificate of Compliance 2001-067968)

The North half of the Northeast Quarter and the North half of the Northwest Quarter of Fractional Section 24, Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of 1/27/05

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San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 26: (Certificate of Compliance 2001-067969)

The North half of the Southwest Quarter and the West half of the Southeast Quarter of Section 13, Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 27: (Certificate of Compliance 2001-067970)

The East half of the Southeast Quarter of Section 13, in Township 25 South, Range 6 East; Government Lots 3 and 4 of Section 18, in Township 25 South, Range 7 East; and Government Lots 1 and 2, the Southeast Quarter of the Northwest Quarter, and the Southwest Quarter of the Northeast Quarter of Section 19, in Township 25 South, Range 7 East, of the Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 28: (Certificate of Compliance 2001-067971)

The Southwest Quarter of the Northeast Quarter, South half of the Northwest Quarter, and the Northwest Quarter of the Northwest Quarter of Section 13, Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 29: (Certificate of Compliance 2001-067972)

The Southeast Quarter of the Southeast Quarter of Section 12; and the North half of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter of Section 13, all in Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 30: (Certificate of Compliance 2001-067973)

All of the Southwest Quarter of the Southeast Quarter and all that part of the South half of the Southwest Quarter of Section 12 which lies East of the San Carpoforo Creek; and the Northeast 1/27/05

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Quarter of the Northwest Quarter of Section 13, all in Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 31: (Certificate of Compliance 2001-067974)

All that part of the South half of the Southwest Quarter of Section 12 which lies West of the San Carpoforo Creek, in Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 32: (Certificate of Compliance 2001-067975)

The Northeast Quarter of the Southwest Quarter of Section 12, Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 33: (Certificate of Compliance 2001-067976)

The Northeast Quarter of the Southeast Quarter and the Northwest Quarter of the Southeast Quarter of Section 12, Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 34: (Certificate of Compliance 2001-067977)

The South half of the Southeast Quarter of Section 1; and the East half of the Northeast Quarter of Section 12, all in Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 35: (Certificate of Compliance 2001-067978)

The West half of the Northeast Quarter of Section 12, Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

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PARCEL 36: (Certif

(Certificate of Compliance 2001-067979)

The Northwest Quarter of the Northwest Quarter of Section 12, Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 37:

(Certificate of Compliance 2001-067980)

The Northeast Quarter of the Northwest Quarter of Section 12, Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 38:

(Certificate of Compliance 2001-067981)

The Southeast Quarter of the Northwest Quarter of Section 12, Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 39:

(Certificate of Compliance 2001-067982)

The Southeast Quarter of the Southwest Quarter of Section 1, Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 40:

(Certificate of Compliance 2001-067983)

The Northwest Quarter of the Southeast Quarter, and the Northeast Quarter of the Southeast Quarter of Section 1, Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

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PARCEL 41: (Certificate of Compliance 2001-067984)

The North half of the Southwest Quarter, and the Southwest Quarter of the Southwest Quarter of Section 1; and the Northeast Quarter of the Southeast Quarter of Section 2, all in Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 42: (Certificate of Compliance 2001-067985)

Government Lot 1, and the Southeast Quarter of the Northeast Quarter of Section 2; and the South half of the Northwest Quarter of Section 1, all in Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 43: (Certificate of Compliance 2001-067986)

Government Lots 1, 2, 3 and 4 of Section 1, Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 44: (Certificate of Compliance 2001-067987)

South half of the Northeast Quarter of Section 1, in Township 25 South, Range 6 East; and Government Lots 4 and 5 and the Southeast Quarter of the Northwest Quarter of Section 6, all in Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 45: (Certificate of Compliance 2001-067988)

Government Lot 6 of Section 6, Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 46: (Certificate of Compliance 2001-067989)

Government Lot 7, and East half of the Southwest Quarter of Section 6; and of the Northeast Quarter of the Northwest Quarter of Section 7, all in Township 25 South, Range 7 East, Mount 1/27/05

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Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 47: (Certificate of Compliance 2001-067990)

Government Lots 2 and 3, the Southwest Quarter of the Northeast Quarter, and the Northwest Quarter of the Southeast Quarter of Section 6, Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 48: (Certificate of Compliance 2001-067991)

The Southwest Quarter of the Southeast Quarter, and the Southeast Quarter of the Southeast Quarter of Section 6, Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 49: (Certificate of Compliance 2001-067992)

Government Lot 2, the Southeast Quarter of the Northwest Quarter, and the West half of the Northeast of Section 7, Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 50: (Certificate of Compliance 2001-067993)

Government Lot 1 of Section 7, Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 51: (Certificate of Compliance 2001-067994)

The Northeast Quarter of the Northeast Quarter of Section 7, Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

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PARCEL 52: (Certificate of Compliance 2001-067995)

The Southeast Quarter of the Northeast Quarter, and the Northeast Quarter of the Southeast Quarter of Section 7; and the Southwest Quarter of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter of Fractional Section 8, all in Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 53: (Certificate of Compliance 2001-067996)

The Northwest Quarter of the Southeast Quarter of Section 7, Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 54: (Certificate of Compliance 2001-067997)

Government Lots 3 and 4, and the Northeast Quarter of the Southwest Quarter of Section 7; and Government Lot 1 of Section 18, all in Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 55: (Certificate of Compliance 2001-067998)

The Southwest Quarter of the Southeast Quarter, and the Southwest Quarter of Fractional Section 17; the West half of the Northeast Quarter, the Southeast Quarter of the Northeast Quarter, the Northeast Quarter of the Northwest Quarter, the Southeast Quarter, and the East half of the Southwest Quarter of Section 18; and the Southeast Quarter of the Southwest Quarter Section 7, all in Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 56: (Certificate of Compliance 2003-080699)

The Southwest Quarter of the Southeast Quarter of Section 7, Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

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PARCEL 57: (Certificate of Compliance 2001-068000)

The Southeast Quarter of the Southeast Quarter of Section 7; the Southwest Quarter of the Southwest Quarter of Fractional Section 8; the Northwest Quarter of the Northwest Quarter of Fraction Section 17; and the Northeast Quarter of the Northeast Quarter of Section 18, all in Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 58: (Certificate of Compliance 2001-068001)

The Southeast Quarter of the Northwest Quarter of Section 18, Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 59: (Certificate of Compliance 2001-068002)

Government Lot 2 of Section 18, Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 60: (Certificate of Compliance 2001-068003)

The Northeast Quarter of the Northwest Quarter of Section 19, Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 61: (Certificate of Compliance 2001-068004)

The East half of the Northeast Quarter, and the Northwest Quarter of the Northeast Quarter of Section 19; and Government Lots 2 and 3, the Southwest Quarter of the Northeast Quarter, the West half of the Northwest Quarter, and the Southeast Quarter of the Northwest Quarter of Fractional Section 20, all in Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

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PARCEL 62: (Certificate of Compliance 2001-068005)

The Southeast Quarter of Section 19; the Northwest Quarter of the Southeast Quarter, and the Southwest Quarter of Fractional Section 20; the Northwest Quarter of the Northwest Quarter of Fractional Section 39; and the Northeast Quarter of the Northeast Quarter of Fractional Section 30, all in Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 63: (Certificate of Compliance 2001-068006)

Government Lots 3 and 4 and the Northeast Quarter of the Southwest Quarter of Section 19; and Government Lot 1 of Fractional Section 30, Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 64: (Certificate of Compliance 2001-068007)

The Southeast Quarter of the Southwest Quarter of Section 19, Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 65: (Certificate of Compliance 2001-068008)

Government Lot 2 of Fractional Section 30, Township 25 South, Range 7 East; and Government Lots 2 and 3 of Fractional Section 25, Township 25 South, Range 6 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 66: (Certificate of Compliance 2001-068009)

The East half of the Northwest Quarter, the Northwest Quarter of the Northeast Quarter, and Government Lot 3 of Fractional Section 30, Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

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PARCEL 67: (Certificate of Compliance 2001-068010)

The Southwest Quarter of the Northeast Quarter and the Northwest Quarter of the Southeast Quarter of Fractional Section 30, Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 68: (Certificate of Compliance 2001-068011)

The Southwest Quarter of the Southwest Quarter of Fractional Section 29; Government Lots 4 and 5 of Fractional Section 30; Government Lot 1 being all of Fractional Section 31; and Government Lots 1 and 2 of Fractional Section 32, all in Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 69: (Certificate of Compliance 2001-068012)

The Northeast Quarter of the Southeast Quarter, and the Southeast Quarter of the Northeast Quarter of Fractional Section 30, Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 70: (Certificate of Compliance 2001-068013)

The Northeast Quarter of the Northwest Quarter, the South half of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter of Fractional Section 29, Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 71: (Certificate of Compliance 2001-068014)

Government Lots 1, 2, 3 and 4 of Fractional Section 29, Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

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PARCEL 72: (Certificate of Compliance 2001-068015)

Government Lot 4 of Fractional Section 20, Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 73: (Certificate of Compliance 2001-068016)

Government Lots 3 and 4 of Fractional Section 17; and Government Lot 1, the Northwest Quarter of the Northwest Quarter of the Northwest Quarter of Fractional Section 20, all in Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 74: (Certificate of Compliance 2001-068017)

Government Lot 2, the South half of the Northwest Quarter and the Northeast Quarter of the Northwest Quarter of Fractional Section 17, Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 75: (Certificate of Compliance 2001-068018)

The Southeast Quarter of the Southwest Quarter of Fractional Section 8, Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 76: (Certificate of Compliance 2001-068019)

Government Lots 1, 2, 3 and 4, and the Northeast Quarter of the Southwest Quarter of Fractional Section 8; and Government Lot 1 of Fractional Section 17, all in Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

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PARCEL 77: (Certificate of Compliance 2001-068020)

The Southeast Quarter of the Northwest Quarter of Fractional Section 8, Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 78: (Certificate of Compliance 2001-068021)

The Northwest Quarter of the Northwest Quarter, and the Northeast Quarter of the Northwest Quarter of Fractional Section 8, Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 79: (Certificate of Compliance 2001-068022)

The Southwest Quarter of the Southwest Quarter of Section 5, Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 80: (Certificate of Compliance 2001-068023)

Government Lot 10 of Fractional Section 5, Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 81: (Certificate of Compliance 2001-068024)

The Southwest Quarter of the Northwest Quarter, the Northwest Quarter of the Southwest Quarter, the Southeast Quarter of the Southwest Quarter, and Government Lot 9 of Fractional Section 5, Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 82: (Certificate of Compliance 2001-068025)

The Northeast Quarter of the Southeast Quarter of Section 6, Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according 1/27/05

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to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 83: (Certificate of Compliance 2001-068026)

Government Lots 3 and 4 of Fractional Section 5; and Government Lot 1, and the Southeast Quarter of the Northeast Quarter of Section 6, all in Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 84: (Certificate of Compliance 2001-068027)

Government Lot 5 of Fractional Section 5, Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 85: (Certificate of Compliance 2001-066537)

Government Lots 1, 2 and 6 of Fractional Section 5, Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 86: (Certificate of Compliance 2001-066538)

Government Lot 4 and the South half of the Northwest Quarter of Fractional Section 4, and Government Lots 7 and 8 of Fractional Section 5, all in Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 87: (Certificate of Compliance 2001-066539)

Government Lots 2 and 3 of Fractional Section 4, Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

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PARCEL 88:

(Certificate of Compliance 2001-066540)

Government Lots 5 and 6, the Northeast Quarter of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter of Fractional Section 4, Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 89:

(Certificate of Compliance 2001-066541)

Government Lots 2, 3 and 4, the Southwest Quarter of the Northeast Quarter, the South half of the Northwest Quarter, the North half of the Southwest Quarter and the Northwest Quarter of the Southeast Quarter of Section 3; and Government Lot 1, the South half of the Northeast Quarter, the North half of the Southeast Quarter, and the Southeast Quarter of the Southeast Quarter of Section 4, all in Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 90:

(Certificate of Compliance 2001-066542)

The South half of the Southwest Quarter of Section 3, Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 91:

(Certificate of Compliance 2001-066543)

The North half of the Northwest Quarter of Fractional Section 10, Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 92:

(Certificate of Compliance 2001-066544)

The Southwest Quarter of the Southeast Quarter of Section 3; and the Southeast Quarter of the Northwest Quarter, and the West half of the Northeast Quarter of Fractional Section 10, all in Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

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PARCEL 93:

(Certificate of Compliance 2001-066545)

Government Lots 1, 2 and 3 of Fractional Section 9; Government Lots 1, 2, 3 and 4 and the Northwest Quarter of the Southeast Quarter of Fractional Section 10; Government Lot 1 being all of Fractional Section 15; and Government Lots 1, 2, 3 and 4 and the Northeast Quarter of the Northwest Quarter of Fractional Section 14, all in Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 94:

(Certificate of Compliance 2001-066546)

The Northeast Quarter of the Southwest Quarter, and the South half of the Southwest Quarter of Section 11, all in Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 95:

(Certificate of Compliance 2001-066547)

The West half of the Northwest Quarter, and the Northwest Quarter of the Southwest Quarter of Section 11; and the Northeast Quarter of the Southeast Quarter of Fractional Section 10, all in Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 96:

(Certificate of Compliance 2001-066548)

Government Lot 1, the Southeast Quarter of the Northeast Quarter, and the East half of the Southeast Quarter of Section 3; and the East half of the Northeast Quarter of Fractional Section 10, all in Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 97:

(Certificate of Compliance 2001-066549)

The Southwest Quarter of the Northwest Quarter and the West half of the Southwest Quarter of Section 2, Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

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PARCEL 98: (Certificate of Compliance 2001-066550)

Government Lot 4 of Section 2, Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 99: (Certificate of Compliance 2001-066551)

Government Lot 3, the Southeast Quarter of the Northwest Quarter, and East half of the Southwest Quarter of Section 2; and the West half of the Northeast, the North half of the Southeast Quarter, and the Northeast Quarter of the Northwest Quarter of Section 11, Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 100: (Certificate of Compliance 2001-066552)

The Southeast Quarter of the Northwest Quarter of Section 11, Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 101: (Certificate of Compliance 2001-066553)

The South half of the Southeast Quarter of Section 11, Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 102: (Certificate of Compliance 2001-066554)

The Northwest Quarter of the Northeast Quarter of Fractional Section 14, Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

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PARCEL 103: (Certificate of Compliance 2001-066555)

The East half of the Northeast Quarter of Fractional Section 14, Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 104: (Certificate of Compliance 2001-066556)

The Northwest Quarter of the Southwest Quarter of Fractional Section 13, Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 105: (Certificate of Compliance 2001-066557)

Government Lot 1 of Fractional Section 13, Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 106: (Certificate of Compliance 2001-066558)

The Northwest Quarter, the Northwest Quarter of the Northeast Quarter, the South half of the Northeast Quarter, the Southeast Quarter, the Northeast Quarter of the Southwest Quarter, and Government Lot 2 of Fractional Section 13; and Government Lot 1, and the North half of the Northeast Quarter of Fractional Section 24, all in Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 107: (Certificate of Compliance 2001-066559)

The Southwest Quarter of Section 12, Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 108: (Certificate of Compliance 2001-066560)

The South half of the Northwest Quarter and the Southwest Quarter of the Northeast Quarter of Section 12, Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of 1/27/05

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San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 109: (Certificate of Compliance 2001-066561)

The East half of the Northeast Quarter of Section 11; and the Northwest Quarter of the Northwest Quarter of Section 12, all in Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 110: (Certificate of Compliance 2001-066562)

Government Lot 2, the Southwest Quarter of the Northeast Quarter, and the West half of the Southeast Quarter of Section 2, Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 111: (Certificate of Compliance 2001-066563)

The Southeast Quarter of the Southeast Quarter of Section 2, Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 112: (Certificate of Compliance 2001-066564)

The Northeast Quarter of the Southeast Quarter of Section 2, Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 113: (Certificate of Compliance 2001-066565)

The Southeast Quarter of the Northeast Quarter of Section 2, Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

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PARCEL 114: (Certificate of Compliance 2001-066566)

Government Lot 1 of Section 2, Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 115: (Certificate of Compliance 2001-066567)

Government Lot 4 of Section 1, Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 116: (Certificate of Compliance 2001-066568)

The Southwest Quarter of the Northwest Quarter of Section 1, Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 117: (Certificate of Compliance 2001-066569)

The Northwest Quarter of the Southwest Quarter of Section 1, Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 118: (Certificate of Compliance 2001-066570)

The South half of the Southwest Quarter of Section 1; and the Northeast Quarter of the Northwest Quarter and the Northwest Quarter of the Northeast Quarter of Section 12, all in Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 119: (Certificate of Compliance 2001-066571)

The Southwest Quarter of the Northeast, the West half of the Southeast Quarter and the Northeast Quarter of the Southwest Quarter of Section 1, Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official 1/27/05

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Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 120: (Certificate of Compliance 2001-066572)

The Southeast Quarter of the Northwest Quarter of Section 1, Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 121: (Certificate of Compliance 2001-066573)

The Northeast Quarter of the Southeast Quarter of Section 1, Township 25 South, Range 7 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 122: (Certificate of Compliance 2001-066574)

The Southeast Quarter of the Southeast Quarter of Section 1; and the East half of the Northeast Quarter of Section 12, all in Township 25 South, Range 7 East; and Government Lot 18 of Section 6, in Township 25 South, Range 8 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 123: (Certificate of Compliance 2001-066575)

Government Lots 4, 5, 6, 10, 11, 12, 13, 14, 15 and 17, the Northeast Quarter of the Southwest Quarter and the North half of the Southeast Quarter of Section 6, Township 25 South, Range 8 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

PARCEL 124: (Certificate of Compliance 2001-066576)

Government Lots 2, 3, and 7 of Section 6, Township 25 South, Range 8 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

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